

SHOULD BE

H6091.01C

AG Contract No KR02-0945TRN  
ADOT ECS File No JPA 02-017  
Project: Clear Creek Pines, Units 4, 5 & 6  
TRACS No: H6090 01C  
Section: SR-87, MP 301 25

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
COCONINO COUNTY

THIS AGREEMENT is entered into 22 January, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and COCONINO COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned, the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to participate in the design, construction and maintenance of the intersection at SR-87 and Clear Creek Pines Road (MP 301 25) and to relocate Clear Creek Pines Road and install right and left turns lanes on SR 87 at an estimated cost of \$90,000.00, hereinafter referred to as the ("Project"), for the safety and benefit of the traveling public. The parties hereto agree the County shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 25750

Filed with the Secretary of State

Date Filed: 01/22/03

Janice K. Brewer  
Secretary of State

By: Timothy J. Greenwald

## **II. SCOPE OF WORK**

### **1. The County will:**

a. Provide to State standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project, within the States rights-of-way. Incorporate or resolve State review comments.

b. Apply for permit to work inside ADOT right of way.

c. Call for bids and award one or more construction contract(s) for the Project. Administer same, and make all payments to the contractor(s). Be responsible for its' proportionate share of costs of the Project, over the estimated total costs \$90,000.00, and for any cost increases due to changes in the scope, not directed by the State. Be responsible for extra compensation due to delays or whatever reason, attributable to the County.

d. Invoice the State for its total share of the cost of the Project, in an amount not to exceed \$43,000.00.

e. Upon completion, approve and accept the Project on behalf of the parties, provide maintenance to the Project within the County's rights-of-way, all at the County's expense.

### **2. The State will:**

a. Review the design documents and provide comments.

b. Be responsible for its' total cost of the Project, in an amount not to exceed \$43,000.00, and for its proportionate share of any cost increases. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Upon receipt and approval of an invoice from the County, remit payment in a total amount not to exceed \$43,000.00.

d. Upon completion and acceptance of the Project by the County, provide maintenance of the Project within the State's right-of-way, all at State's expense.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Coconino County  
County Manager  
219 E. Cherry Street  
Flagstaff, AZ 86001

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCONINO COUNTY

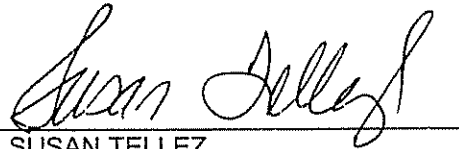
STATE OF ARIZONA  
Department of Transportation

By



DEBORAH HILL  
Chairman of the Board

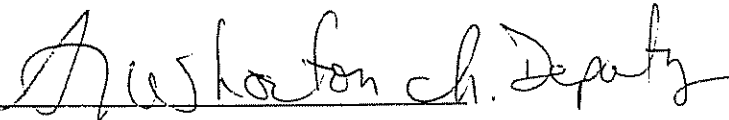
By



SUSAN TELLEZ  
Contract Administrator

ATTEST

By



~~Deputy~~ Clerk of the Board



I, Sherry J. Cornforth, Deputy Clerk of the Coconino County Board of Supervisors do hereby certify that the following is a true and correct excerpt of the Regular Meeting minutes from the Tuesday December 17, 2002 Board of Supervisors meeting:

**CONSENT AGENDA:**

12. Approve an Intergovernmental Agreement between the State of Arizona and Coconino County for construction funding for the installation of right and left turn lanes on SR 87 for Clear Creek Pines, Units 4,5, and 6. **Public Works**

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal of the Board of Supervisors this 3rd day of September 2002.

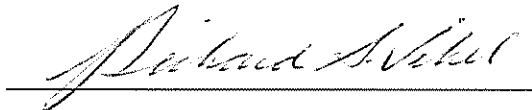
  
Sherry J. Cornforth  
Deputy Clerk of the Board  
Coconino County Board of Supervisors

JPA 02-17

APPROVAL OF COCONINO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and COCONINO COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 12<sup>th</sup> day of DECEMBER, 2002.

A handwritten signature in cursive script, appearing to read "Richard A. Vohel", is written over a horizontal line.

Attorney



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE 602.542.8855

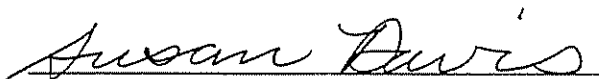
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A.G. Contract No. KR02-2101TRN (JPA 01-75 ), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED January 22, 2003.

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

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